

Engineering Bid Document

COMMUNITY SEPTIC MANAGEMENT PROGRAM

ENGINEERING REQUEST FOR DESIGN AND INSPECTION SERVICES

CITY/TOWN OF _____

MAY 1, 1997

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NOTICE TO BIDDERS

The _____ of _____, Massachusetts will accept sealed proposals for Engineering Request for Design and Inspection Services in the office of the _____, at _____, Massachusetts until _____ am prevailing time on, at which time and place said proposal will be publicly opened and read aloud.

The project includes the evaluation of homeowner septic systems, percolation and soil evaluations, property surveys and design and preparation of contract manual documents.

Copies of the contract documents are available for inspection at the office of the _____ until _____, 1997. One copy may be obtained at no cost. Additional copies are available for a _____ non-refundable charge. A _____ non-refundable postage and handling fee will be charged for documents requested by mail.

Proposals shall be submitted in a sealed envelope and endorsed "Engineering Request for Design and Inspection Services". Bid security is required. Qualifications are necessary to be included with the bid. Failure to submit requested qualifications with the bid shall be cause for disqualification.

The _____ is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment or the provision of services.

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) policies of _____ are not applicable to this contract.

All questions concerning this bid shall be directed in writing to the Board of Health, of _____.

SECTION IB

INFORMATION FOR BIDDERS

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IB.1 RECEIPT AND OPENING OF BIDS

The _____, Massachusetts, herein called the Owner, acting by the through the Board of Health, will receive sealed bids for engineering services. Such bids, addressed to the Board of Health, _____ Street, _____, MA, will be received until the time stated in the Notice to Bidders for submission of said bids, at which place and time said Bids will be publicly opened and read aloud.

IB.2 WORK TO BE DONE

The work herein specified to be done (herein sometimes referred to as the "Work") consists of the inspection, property line determinations, evaluative testing, design and survey of homeowners septic systems. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

IB.3 CONTRACT DOCUMENTS AVAILABILITY

The INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, and BONDS may be examined and obtained at the location designated in the NOTICE TO BIDDERS.

IB.4 CHARGES FOR CONTRACT DOCUMENTS

One set of contract documents will be supplied at no charge upon request of the Board of Health, at the location designated in the NOTICE TO BIDDERS. Additional sets are available for purchase at a cost of \$ 10.00 per set. A non-refundable shipping and handling charge of \$ 5.00 is required for documents requested to be mailed. Documents provided through the mails shall be sent by first class mail. Checks shall be made payable to the _____ in the exact amount of the charge.

IB.5 ABILITY AND EXPERIENCE OF BIDDER AND QUALIFICATIONS

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Bidder shall provide resumes, and other information outlined in the Bid section of this project manual.

IB.6 INFORMATION NOT GUARANTEED

All information given in the Contract Documents is from the best sources as presently available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

IB.7 BIDDERS TO INVESTIGATE

Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, viz:

Bidders must satisfy themselves by evaluation of the available information, provided by the _____ and through a pre site and pre bid meeting conducted by the Board of Health as to the existing conditions existing. The character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

IB.8 STATE TAX CERTIFICATION

In accordance with Massachusetts General Laws, Chapter 62G, SS4A, the successful bidder must certify under the penalties of perjury that he/she has filed all state tax returns and paid all state taxes required under law. Said certification will be included in the Contract.

IB.9 QUESTIONS REGARDING DOCUMENTS

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the Board of Health no later than 10:30 am prevailing time on _____, 1997.

The Board of Health Representative will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least five days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the contract Documents.

IB.10 BLANK FORM FOR BID

All bids must be upon the blank form for Bid annexed hereto, state the proposed price for each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence.

IB.11 ITEMS AND INDETERMINATE ITEMS

The work to be done under this contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed; under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the bid.

IB.12 BID SECURITY

Each bid must be accompanied by a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company and payable to the order of the _____, Massachusetts, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of 5 percent of the Bid and shall be enclosed in the sealed envelope containing the Bid.

Each such check or bid bond amount may be held by the Owner as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements his bid check shall become the property of the Owner or if a bid bond was furnished the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.

Bid checks will be returned to all except the three lowest bidders within five days, Sunday and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five days, Sundays and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 60 consecutive days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of their Bid.

Bid checks accompanying Bids which are rejected will be returned within five days, Sundays and legal holidays excluded, after rejection. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any BID, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

IB.13 WITHDRAWAL OF BIDS

Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner of consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 60 consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw their Bid.

Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

IB.14 RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

The Owner may reject Bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omission, conditions or irregularities.

IB.15 COMPARISON OF BIDS

Bids will be compared on the basis of the quantities and unit prices stated in the BID.

In the event that there is a discrepancy in the Bid between the unit prices written in words and figures, the prices written in words shall govern.

IB.16 CONTRACT BONDS

The Bidder whose Bid is accepted agrees to furnish the Contract bonds in the forms which follow in Section CB, titled CONTRACT BONDS, each in the sum of the full amount of the Contract and duly executed by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the Contract and payment for labor and materials. The Premiums for such bonds shall be paid by the Contractor.

IB.17 EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID after notification that the AGREEMENT is ready for signature.

The Bidder to whom the Contract is awarded shall comply with the provisions of Chapter 30, Section 39R of the General Laws of Massachusetts as amended to date; and as provided therein shall, prior to execution of the contract, file a statement of management on internal accounting controls and an audited financial statement for the most recent completed fiscal year.

IB.18 INSURANCE CERTIFICATES

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurance called for under that subsection of the AGREEMENT, titled "Insurance".

IB.19 MASSACHUSETTS WAGE RATES

Massachusetts Wage Rate as established pursuant to the provisions of M.G.L. Chapter 149 Section 26-27D do not apply to this project.

BID

A. General

The _____ Board of Health requests proposals from engineering firms, professionally licensed in civil or sanitarian engineering and experienced in the design and construction of septic systems, as required by the Commonwealth of Massachusetts - Department of Environmental Protection's Title 5 rules and regulations.

The _____ Board of Health has identified _____ residential properties whom have failed septic systems. These homeowners have agreed to enter into a betterment agreement with the Town/ City of _____ repair, replace, and/or upgrade the failed system. These homeowners are listed in the proposal, along with their apparent needs. A pre-bid inspection will be held on _____ so that prospective bidders may inspect the sites prior to the bid submittal.

B. Scope of Services

The engineer will be responsible for performing the following services, as a minimum. It is the intent of this proposal to require the engineer to perform initial evaluation and provide completed and Board of Health approved plans and specifications, complete and ready for submittal to general contractors for construction of the septic systems.

1. Evaluate all existing information pertaining to each identified site and determine the needs for design..
2. Perform an initial site inspection to determine if property lines can be identified. Determine property line by the best available method, and provide a written assessment to the Board of Health representative for approval.
3. Schedule and perform required soil evaluation and percolation test, providing all necessary field and construction equipment.
4. Submit the final tests results to the Owner and Board of Health as required
5. Provide topographic survey and design the septic system, evaluating at least two solutions.
6. A preliminary written intent of septic system design along with the cost estimation of both evaluated systems will be provided to the homeowner and the Board of Health for written concurrence.
7. Design the most cost effective septic system as allowed under the Title 5 rules and regulations, and as approved by the Homeowner, and submit to the Board of Health for final approval, complete.
8. Provide 4 copies of the approved plans and specifications to the homeowner, along with cost estimates for the designed system.
9. Prepare permits and approvals from the proper local, state and federal regulatory agencies. The list of homeowners provided in this proposal indicates whether special permits are required.
10. Provide inspectional services and change order preparation for up to six (6) hours for each homeowner,
11. Perform all soil evaluations and design of systems within 6 months of signed contract date.
12. Prepare to meet with Board of Health officials at least 3 times, during normal business hours to outline progress.
13. Permit fees are reimbursable, and shall be included under the bid item, as a lump sum.

C. Inspection

The engineer shall be available to perform the following services, as required and requested by the Board of Health agent or representative.

1. Periodically inspect work to ensure compliance with contract documents and for the preparation of as-built drawings.
2. Provide consultation and technical assistance in the interpretation of the contract documents.
3. Assist in obtaining all necessary inspections and approvals from the appropriate regulatory authorities.
4. As requested by the Board of Health agent, meet with a selected general contractor, in a pre-bid conference to clarify design documents.

D. Qualifications and Requirements

Engineering firms must meet the following conditions:

1. Provide 4 copies of the Engineering RFP for Design and Inspection Services to the Board of Health by _____.
2. The Bid shall include current civil or sanitarian professional registration of individual stamping plans and specifications. In addition the Bid shall include:
 - a. Description and experience of individuals whom will be involved with the projects.
 - b. A list and references of prior work completed for design of septic systems under the new Title 5 rules and regulations.
 - c. A proposed time frame to complete the initial survey, and design phases of the projects.
3. The ability to obtain Insurance coverages as outline under the Terms of the Contract.
4. The Bid must demonstrate prior experience in present Title 5 regulations design of at least twenty (20) septic systems of varying types with at least four (4) variances.
5. Failure to execute a contract with the municipality within sixty days (60) when submitted by the municipality shall constitute cause for contract withdrawal.
6. All questions concerning this Bid shall be directed to:

Telephone: _____

7. The following Table describes the homeowners whom will be served as part of this contract.

TABLE NO. 1 - LIST OF HOMEOWNERS

Homeowners Name	Street No.	Soil Testing Required	Property Lines Defined	Special Permits Required
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

BID ITEMS

Item No.	Estimated Quantity	Brief Description	Total Cost
1.	10	Collect data and determine needs, \$ _____ per Household,	
2.	10	Perform Soil Evaluation and Perc test, per household	
3.	10	Topography and plan survey, per household	
4.	3	Locate Boundary lines as required, per household	
5.	10	Design Septic Systems, per household	
6.	10	Provide 4 copies of BOH approved plans and specifications, per household	
7.	60	Hourly cost, for inspections and change order preparation, per hour	
8.		Prepare permit submittals:, per household as outlined in Table No. 1 - List of Homeowners	
a.	LS	a. Environmental Notification Form	
b.	LS	b. Local Permit Application - BOH	
c.	LS	c. Construction Permit - Local	
d.	LS	d. Other	
9.	12	Meet with BOH agent, per hour	
10.	10	Provide as built drawings, per household	
11.	25	Extra services, undefined as approved by the local BOH agent, per hour	

Total Cost of Bid \$ _____

_____dollars an _____cents

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

The undersigned agrees that construction coordination shall be provided for these public buildings as agreed to by the Board of Health of _____, by submittal of a written plan or action.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as herein set forth, the Owner shall have the right to retain as liquidated damages, in accordance with applicable state law, the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof, in accordance with applicable state law, if any, shall be paid as liquidated damages to the Owner by the Surety.

This BID includes Addenda number _____. (To be filled in by Bidder if Addenda are issued.)

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public work in the Commonwealth under the provisions of section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned agrees to complete this work within six (6) months of the date of the signed agreement. The undersigned further agrees that failure to complete the installations within this time frame shall allow the _____ of _____ to assess a fine of one hundred dollars per day, (\$ 100.00).

The undersigned certifies that in accordance with Massachusetts General Laws, Chapter 62G, ss4A that he/she has filed all state tax returns and paid all state taxes required under law.

QUALIFICATIONS

ATTACHED HEREIN IS INFORMATION, AS REQUESTED IN THE INFORMATION FOR BIDDERS - ABILITY AND EXPERIENCE OF BIDDER AND QUALIFICATIONS.

(SEAL)

(Name of Bidder)

By

(signature and title of
authorized representative)

(Business address)

(City and State)

Date

BIDDER CERTIFICATION

The bidder is a corporation incorporated in the state (or Commonwealth) of _____ - a partnership - an individual.
(Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principal, are as follows:

SECTION BB

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and
(insert name of bidder)

_____, as Surety, are hereby
(insert name of surety)

held and firmly bound unto the Town/City of _____, Massachusetts, in the sum of \$_____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Town of _____, Massachusetts, a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "Contract," for Engineering and Design Services, Contract _____.

NOW THEREFORE,

(a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,

(b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond

on the _____ day of _____, 19____.

(SEAL)

(Name of Principal)

By

(SEAL)

(Name of Surety)

By

Sealed and delivered
in the presence of

AGREEMENT FOR ENGINEERING DESIGN SERVICES

THIS AGREEMENT, executed this _____ day of _____ in the year One Thousand Nine Hundred and Ninety- (herein referred to as the "AGREEMENT") by and between the _____, Massachusetts, acting by and through its Board of Health, duly authorized therefor, who acts herein solely for said _____ and without personal liability to himself, part of the first part, and _____ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the part of the first part of itself, its successors and assigns, and part of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

All parts of the work and all fixtures, equipment, apparatus and other items and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not mentioned in the specifications, shall be furnished and executed the same as if it were called for by the specifications.

The contract time shall be 180 Calendar days, commencing one day after the effective date of this agreement.

The General Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time. Failure to complete the work within this time shall allow the _____ to assess the General Contractor a fine of one hundred dollars per day, (\$ 100.00) for each calendar day of delay, until the work is complete.

This Agreement shall become effective on: _____ 19____.

Owner

Contractor

by:

by:

Approved as to Legal form:

(Corporate Seal)

Counsel

Approved:

(date)

As required by MGL Chapter 44, Section 31c, this is to certify that the _____ has an appropriation which is adequate to cover the cost of this contract.

(date)

(signed)

(title)

GENERAL CONDITIONS

A. General

All of the work is located within the _____ of _____ limits.

B. Project Summary

Contract is for the inspection, evaluation, design and oversight to homeowner septic systems.

C. Start Up Requirements

The General Contractor shall be responsible for providing a written schedule to the _____, which shall be approved by the Board of Health Representative.

1. The schedule shall include the following:

- a. Anticipated dates of each inspection
- b. Anticipated time frame for each property survey and soil evaluation.
- c. Anticipated design time periods and submittal of draft plans specifications.

D. Additional Terms and Conditions

- 1. Scope of Work - The Engineer's services include all necessary sanitary, civil, and mechanical engineering, cost estimates, site planning, preparation of construction documents, assistance in bidding, and construction inspection.
- 2. Professional Standards - The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants or his subcontractors. Changes, corrections, additions or deletions requested by the Municipality shall be incorporated into the design of the project unless detailed objections thereto are received from the Engineer and subsequently approved by the Municipality. The Engineer's services shall be performed in conformance with applicable federal, state, and local laws, ordinances and regulations.
- 3. Timeliness of Completion - The Engineer shall complete the services required under this Contract in a prompt and continuous manner, and shall meet the schedule and submission dates established.

4. Testing - The Engineer shall be responsible for determining the types of testing required and shall obtain services from subcontractors, as may be necessary. No extra compensation will be paid for such services, including but not limited to, borings and test pits, and soil, laboratory and other tests as may be required during design and construction.
5. Ownership of Documents - All studies, designs, materials, and submissions prepared under this Contact shall be the property of the Owner, and at the completion or termination of the Engineer's Services, shall be promptly turned over to the Owner.
6. Project Engineer - The Engineer shall designate a qualified individual as Project Engineer. The Project Engineer shall be a registered Engineer and shall oversee the performance of all services.
7. Time Is Of The Essence - The time in which the Engineer shall perform and complete the services required thereunder is of the essence of this Contract.
8. Subconsultants - The Engineer may employ consultants in order to perform the work subject to the approval of the Municipality.

E. Disputes

1. Notice - In the event of a dispute arising under this Contract, the Engineer shall notify the Municipality of the dispute in writing in a timely manner. If the dispute arises before performance of the work, the dispute shall be submitted, and dispute resolution procedures commenced in a timely manner. Under no circumstances shall disputes delay timely completion of the design work.
2. Dispute Resolution - The Engineer and the Municipality shall mutually attempt to resolve disputes. The Engineer agrees to follow the following procedure in order to resolve disputes:
 - a. Attend dispute resolution meetings as requested by the Municipality, to be mediated by a representative of the Municipality.
 - b. Respond in writing to the Municipality's written recommendation for settlement of the disputes.
 - c. If the dispute cannot be resolved after 1. and 2., the parties shall enter into a mediation of the dispute by a professional mediator, the results of which shall be binding on each party.

F. Termination

This contract may be terminated by the Municipality by written notice to the Engineer at any time with or without cause. If such termination shall occur through no fault of the Engineer, all compensation due to the Engineer for work satisfactorily performed up to the date of termination shall be paid to the Engineer.

G. Insurance

The Engineer shall maintain the following insurance coverages for the period required:

1. Professional Liability Coverage- The Engineer shall, at its own expense, obtain and maintain a Professional Liability Policy covering errors, omissions or negligent acts arising out of the performance of this Contract. If the estimated construction cost is \$100,000 or more, this coverage shall be at least \$250,000 per occurrence. If the estimated construction is less than \$100,000, this coverage shall be at least \$100,000 per occurrence. The Engineer may have a Professional Liability Policy with a deductible

which exceeds \$15,000 if a statement of current net worth to the Municipality and the Owner demonstrating to the Municipality's and Owner's satisfaction that it has financial resources sufficient to directly absorb the possible liability expense of such deductible amount is submitted and approved by the Municipality. The coverage shall be in force from the time of this Contract to one year beyond the date when the project is completed and approved by the Board of Health. The Engineer shall immediately notify the Municipality should coverage become unavailable or should there be a change in its insurer during the period covered by this Contract. Any subcontractors or consultants used by the Engineer shall also maintain the above insurance.

2. Worker's Compensation Insurance - The Engineer shall, before commencing performance of this Contract, provide, by insurance, for the payment of compensation and the furnishing of other benefits in accordance with General Laws, Chapter 152, as amended, to all persons employed by the Engineer and shall continue such insurance in full force and effect during the term of the Contract.

G. Certification of Non-Collusion

The Engineer certifies that it has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; and no person, corporation or other entity, other than a bona fide full-time employee of the Engineer has been retained or hired by the Engineer to solicit for or in any way assist the Engineer in obtaining this Contract or other entity be paid a fee or other consideration contingent upon the award of this Contract to the Engineer.

H. Release and Discharge

The acceptance by the Engineer of the last payment under this Contract shall operate as and be a Release to the Municipality and the Owner and their employees and agents, from all claims of the Engineer, except for those written claims submitted by the Engineer prior to the last invoice.

I. REAP Certification

Pursuant to MGL, c. 62(c) S. 49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable state tax laws.

SIGNATURES

IN WITNESS WHEREOF, under seal, the _____(insert Municipality) and the Engineer have caused this Contract to be executed by their respective authorized officers.

MUNICIPALITY:

ENGINEER:

(print name)

(print name)

(print title)

(print title)

By _____
(Signature and Seal)

By _____
(Signature and Seal)

Date _____

CERTIFICATE OF VOTE OF AUTHORIZATION

_____ 19 ____

I hereby certify that a meeting of the Board of Directors of the:

Name of Corporation

duly called and held at _____ on the _____ day of _____, 19____, at which a quorum was present and acting, it voted that _____ of the _____, be and hereby is authorized to execute and deliver for and in behalf of the Corporation a Contract with the _____ (Municipality), for the work to be done at _____

Addresses of Properties

in the City/Town of _____, and as Principal to execute a this Contract which was presented to and made a part of the records of said meeting. I further certify that _____ (Name of Corporate Officer

is duly qualified and acting _____ of the Corporation and that said vote has not been

Title

repealed, rescinded or amended.

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____ BEFORE ME.

Notary Public _____

My Commission Expires: _____

MEASUREMENT AND PAYMENT

GENERAL

- a. For unit price items, the contractor shall be paid for the actual number of households inspected, evaluated, surveyed and have septic systems designed. After the _____ approval of design is issued and before final payment is made, the Board of Health shall determine the actual quantities of the various items of work accepted as the basis for final payment.
- b. The quantities listed in the Bid Proposal are approximate. Certain quantities are in-determinant and are included only to compare bid amounts. The contractor agrees to accept as payment for the actual number of quantities completed and accepted by the engineer even if the quantity differs from the estimated amount set forth in the bid proposal.
- c. No payment of any Application for Payment or of any retained percentage shall relieve the contractor of his obligation to repair or replace any defective design.
- d. Should any items contained in the proposal form be found to be not cost-effective at the unit price offered by the contractor or found to be unnecessary for the proper completion of the work contracted, the owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the contractor.
- e. The items of work required by the Contract shall not be measured and paid separately, but shall be included in the prices bid for each unit and lump sum item.

SCOPE OF PAYMENT

- a. Payment to the contractor for Items 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 shall be made for the actual quantities accepted in accordance with the Contract Documents. Payment for each of these items shall include full compensation for the services provided
- b. Payment to the contractor for Items 8, that are ordered by the Board of Health or included under Table No. 1 - List of Homeowners in accordance with the contract Documents. Payment for each of these items shall include full compensation for all items.

**General Contractor
Bid Document**

Draft

**SPECIFICATION AVAILABLE BY
REQUEST**

COMMUNITY SEPTIC MANAGMENT PROGRAM
REQUEST FOR INSTALLATION OF SEPTIC SYSTEMS

CITY/TOWN OF _____

APRIL 28, 1997

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NOTICE TO BIDDERS

The _____ of _____, Massachusetts will accept sealed proposals for Installation of Septic Systems in the office of the _____, at _____, Massachusetts until _____ am prevailing time on, at which time and place said proposal will be publicly opened and read aloud.

The project includes the installation of homeowner septic systems, as designed from the attached plans. These plans are made part of this Notice to Bidders and are an intricate part of the contract manual documents.

Copies of the contract documents are available for inspection at the office of the _____ until _____, 1997. One copy may be obtained at no cost. Additional copies are available for a _____ non-refundable charge. A _____ non-refundable postage and handling fee will be charged for documents requested by mail.

Proposals shall be submitted in a sealed envelope and endorsed "Installation of Septic Systems". Bid security is required.

The _____ is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment or the provision of services.

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) policies of the Commonwealth of Massachusetts and the _____ are not applicable to this contract.

All questions concerning this bid shall be directed in writing to the Board of Health.

Board of Health
_____, Chairman

SECTION IB
INFORMATION FOR BIDDERS

IB.1	Receipt and Opening of Bids
IB.2	Location and Work to be Done
IB.3	Contract Documents Availability
IB.4	Charges for Contract Documents
IB.5	Ability and Experience of Bidder
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IB.17	Execution of Agreement
IB.18	Insurance Certificates
IB.19	Massachusetts Sales and Use Tax
IB.20	Massachusetts Wage Rates
IB.21	Manufacturer's Experience

IB.1 RECEIPT AND OPENING OF BIDS

The _____, Massachusetts, herein called the Owner, acting by the through its _____ Board of Health, will receive sealed bids for installation of septic systems and appurtenances. Such bids, addressed to the Board of Health, _____, _____, MA, will be received until the time stated in the Notice to Bidders for submission of said bids, at which place and time said Bids will be publicly opened and read aloud.

This contract is subject to the provisions of Chapter 30, Section 39M of the General Laws of Massachusetts as amended to date.

IB.2 LOCATION AND WORK TO BE DONE

The work herein specified to be done (herein sometimes referred to as the "Work") consists of the installation of approximately ____ septic systems, ranging in type and size as outlined in the attached plans. The Contractor shall furnish all labor, services, materials, equipment, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the work and as herein specified. The Contractor shall be responsible for necessary Board of Health fees and any required permits, and these costs shall be included in the general bid.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

IB.3 CONTRACT DOCUMENTS AVAILABILITY

The INFORMATION FOR BIDDERS, SPECIFICATIONS, and forms for BID, AGREEMENT, and BONDS may be examined and obtained at the location designated in the NOTICE TO BIDDERS.

IB.4 CHARGES FOR CONTRACT DOCUMENTS

One set of contract documents will be supplied at no charge upon request of the Board of Health at the location designated in the NOTICE TO BIDDERS. Additional sets are available for purchase at a cost of \$ 10.00 per set. A non-refundable shipping and handling charge of \$ 5.00 is required for documents requested to be mailed. Documents provided through the mails shall be sent by first class mail. Checks shall be made payable to the _____ in the exact amount of the charge.

IB.5 ABILITY AND EXPERIENCE OF BIDDER

No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Owner's decision or judgment on these matters shall be final, conclusive, and binding.

IB.6 INFORMATION NOT GUARANTEED

All information given in the Contract Documents is from the best sources as presently available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

IB.7 BIDDERS TO INVESTIGATE

Bidders are required to submit their Bids upon the following express conditions which shall apply to and be deemed a part of every Bid received, viz:

Bidders must satisfy themselves by evaluation of the plans and outlined specifications and by attending a pre-bid meeting to inspect the properties listed herein. as to the existing conditions there existing. The character and requirements of the Work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

IB.8 STATE TAX CERTIFICATION

In accordance with Massachusetts General Laws, Chapter 62G, SS4A, the successful bidder must certify under the penalties of perjury that he/she has filed all state tax returns and paid all state taxes required under law. Said certification will be included in the Contract.

IB.9 QUESTIONS REGARDING DOCUMENTS

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products or methods other than those designated or described in the specifications. Any information given to bidders other than by means of the Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the Board of Health no later than 10:30 am prevailing time on _____. If the question involves the equality or use of products or methods, it must

be accompanied by drawings, specifications or other data in sufficient details to enable the Board of Health to determine the equality or suitability of the product or method. In general, the Board of Health will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the contractor for incorporation into the Work. The Board of Health will set forth as Addenda, which shall become a

part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least five days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the contract Documents.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

IB.10 BLANK FORM FOR BID

All bids must be upon the blank form for Bid annexed hereto, state the proposed price for each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence.

IB.11 ITEMS AND INDETERMINATE ITEMS

The work to be done under this contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed; under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the bid.

IB.12 BID SECURITY

Each bid must be accompanied by a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company and payable to the order of the _____, Massachusetts, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of 5 percent of the Bid and shall be enclosed in the sealed envelope containing the Bid. Each such check or bid bond amount may be held by the Owner as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements his bid check shall become the property of the Owner or if a bid bond was furnished the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.

Bid checks will be returned to all except the three lowest bidders within five days, Sunday and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five days, Sundays and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 60 consecutive days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his Bid.

Bid checks accompanying Bids which are rejected will be returned within five days, Sundays and legal holidays excluded, after rejection.

None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any BID, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

IB.13 WITHDRAWAL OF BIDS

Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner of consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 60 consecutive calendar days after the actual date of the opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any item prior to the designated time for the opening of Bids.
2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.

Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

IB.14 RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

The Owner may reject Bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omission, conditions or irregularities.

IB.15 COMPARISON OF BIDS

Bids will be compared on the basis of the quantities and unit prices stated in the BID.

In the event that there is a discrepancy in the Bid between the unit prices written in words and figures, the prices written in words shall govern.

IB.16 CONTRACT BONDS

The Bidder whose Bid is accepted agrees to furnish the Contract bonds in the forms which follow in Section CB, titled CONTRACT BONDS, each in the sum of the full amount of the Contract and duly executed by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the Contract and payment for labor and materials. The Premiums for such bonds shall be paid by the Contractor.

IB.17 EXECUTION OF AGREEMENT

The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID after notification that the AGREEMENT is ready for signature.

The Bidder to whom the Contract is awarded shall comply with the provisions of Chapter 30, Section 39R of the General Laws of Massachusetts as amended to date; and as provided therein shall, prior to execution of the contract, file a statement of management on internal accounting controls and an audited financial statement for the most recent completed fiscal year. See Section, STATE REQUIREMENTS.

IB.18 INSURANCE CERTIFICATES

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurance called for under that subsection of the AGREEMENT, titled "Insurance".

IB.19 MASSACHUSETTS SALES AND USE TAX

Materials and equipment purchased for permanent installation in this project will not be exempt from the Massachusetts Sales and Use Tax. The exemption certification number will be furnished to the contractor. Each bidder shall take this fact into account in calculating his bid for the work.

IB.20 MASSACHUSETTS WAGE RATES

Massachusetts Wage Rate as established pursuant to the provisions of M.G.L. Chapter 149 Section 26-27D do not apply to this project.

IB.21 MANUFACTURES'S EXPERIENCE

Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

SECTION B

BID

To the _____, Massachusetts, herein called the Owner, acting by the through its Board of Health, for Installation of Septic Systems and Appurtenances, Contract _____.

A. The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in the BID as Principals are named herein;
- (2) this BID is made without collusion with any other person, firm, or corporation;
- (3) no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- (4) he has carefully examined the site of the proposed Work fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in those BID, the annexed proposed AGREEMENT and the specifications and other contract Documents therein referred to and knows and understands the terms and provisions thereof;
- (5) and he understands that the quantities of work tabulated in this BID or in the specifications or other contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the General Contractor;

and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Board of Health, and this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the necessary permits, materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the General Contractor as therein set forth, and that he will take in full payment therefor the unit price or lump sum price, as applicable to each item of the work and as stated in the Scope of Services below:

B. Scope of Services

The general contractor shall will be responsible for performing the following work, as a minimum. It is the intent of this proposal to require the general contractor to perform an initial evaluation of all the listed sites.

1. Evaluate all existing information pertaining to each identified site and determine the needs for construction.
2. All property lines will be staked for the general contractor, and location of soil absorption systems shall be located.
3. Permits and approvals will be obtained from the proper local, state and federal regulatory agencies. The general contractor shall be responsible for taking out a construction permit from the _____.

C. Qualifications and Requirements

- a. Description and experience of individuals whom will be involved with the projects
- b. A list and references of prior work completed for installation of septic systems under the old and new Title 5 rules and regulations.
- c. Proposal must demonstrate prior experience in present Title 5 installation of at least 20 septic systems.
- d. Failure to execute a contract with the municipality within sixty days (60) when submitted by the municipality shall constitute cause for contract withdrawal.

D. All questions concerning this Bid document shall be directed to:

Telephone: _____

(Note: Bidder must bid on each item. All entries in the entire BID must be made clearly and in ink or typewritten; prices bid must be written in both words and figures. Bidders should insert extended item prices obtained from quantities and unit prices.)

		Brief Description;	
Item	Estimated	unit or lump sum price bid	TOTAL
NO.	Quantity	in both words and figures	FIGURE
1.	1	Installation of Septic System system for Homeowner No. 1, complete, for the sum of,	
			_____DOLLARS
			AND _____CENTS (\$ _____) \$ _____
2.	2	installation of Septic System system for Homeowner No. 2 complete, for the sum of,	
			_____DOLLARS
			AND _____CENTS (\$ _____) \$ _____

3 HOMEOWNERS NOS. 1- X

XX.	1	for scheduling installation appointments lump sum with each homeowner, for the lump sum of,	
			_____DOLLARS
			AND _____CENTS (\$ _____) \$ _____

XX	1	for providing temporary toilet facilities lump sum
----	---	---

TOTAL BID (sum of items 1 through xxx) \$ _____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

The undersigned agrees that construction coordination shall be provided for these Homeowners and the Board of Health, by submittal of a written plan or action. The Contractor shall be aware that work shall be performed on Monday through Saturday at the Contractor's expense. The Contractor must provide onsite toilet facilities if the work changeover work from old septic system to the newly installed septic system will take more than 10 hours.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID within 60 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as herein set forth, the Owner shall have the right to retain as liquidated damages, in accordance with applicable state law, the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof, in accordance with applicable state law, if any, shall be paid as liquidated damages to the Owner by the Surety.

This BID includes Addenda number _____. (To be filled in by Bidder if Addenda are issued.)

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of Chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned agrees to complete this work within six (6) months of the date of the signed agreement. The undersigned further agrees that failure to complete the installations within this time frame shall allow the Board of Health to assess a fine of one hundred dollars per day, (\$ 100.00).

(SEAL)

(Name of Bidder) L.S.

By
(signature and title of
authorized representative)

(Business address)

(City and State)

Date

The bidder is a corporation incorporated in the state (or Commonwealth) of _____ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principal, are as follows:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and
(insert name of bidder)

_____, as Surety, are hereby
(insert name of surety)

held and firmly bound unto the _____, Massachusetts, in the sum of \$_____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the _____, Massachusetts, a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "Contract," for Installation of Septic Systems and Appurtenances, Contract _____.

NOW THEREFORE,

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond

on the _____ day of _____, 19____.

(SEAL)

_____ L.S.
(Name of Principal)

By

(SEAL)

(Name of Surety)

By

Sealed and delivered
in the presence of

SECTION CA

AGREEMENT

INSTALLATION OF SEPTIC SYSTEMS

AND APPURTENANCES

THIS AGREEMENT, executed this _____ day of _____ in the year One Thousand Nine Hundred and Ninety-

(herein referred to as the "AGREEMENT") by and between the _____, Massachusetts, acting by and through its Board of Health, duly authorized therefor, who acts herein solely for said Town and without personal liability to himself, part of the first part, and _____ party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the part of the first part of itself, its successors and assigns, and part of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

All parts of the work and all fixtures, equipment, apparatus and other items and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not mentioned in the specifications, shall be furnished and executed the same as if it were called for by the specifications.

The contract time shall be 180 Calendar days, commencing one day after the effective date of this agreement.

The General Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time. Failure to complete the work within this time shall allow the _____ to assess the General Contractor a fine of one hundred dollars per day, (\$ 100.00) for each calendar day of delay, until the work is complete.

This Agreement shall become effective on:

_____ 19____.

Owner

Contractor

_____, Massachusetts

by: _____, Chairman by: _____

Approved as to Legal form: (Corporate Seal)

Counsel

Approved:

(date)

As required by MGL Chapter 44, Section 31c, this is to certify that the _____ has an appropriation which is adequate to cover the cost of this contract.

(date) (signed)

(title)

GENERAL CONDITIONS

General

All of the work is located within the _____ limits.

Project Summary

Contract is for the installation, supply of materials and services for an installation of the listed septic systems. Material to be provided includes all materials and incidentals either listed or not listed on the attached plans and outlined specifications.

Insurance

The General Contractor shall be responsible for providing the following bond and insurance schedule prior to start of work to the Board of Health.

- a. A Labor and Material or Payment Bond in the amount of 100% of the total contract price must be provided by the general contractor.
- b. A Performance Bond in the amount of 100% of the total contract price must be provided by the general contractor.
- c. Worker's Compensation and Employer's Liability Insurance in accordance with the provisions of MGL C. 149, s. 34A is required.
- d. Public Liability Insurance (each person \$ 500,000/each occurrence \$ 500,000).
- e. Property Damage Insurance (each occurrence \$ 200,000/aggregate \$ 200,000).
- f. Vehicle Liability (each occurrence \$ 500,000/aggregate- \$ 500,000 minimum) and Property Damage Insurance Coverage in amounts required by Massachusetts Law. (each occurrence \$ 200,000/aggregate - 4 200,000 minimum).
- g. Builder's Risk (Fire Insurance) in an amount equal to the insurable value of the contract.

STATE REQUIREMENTS

1. Excerpts From Massachusetts Statutes
2. Minimum Wage Rates

1. EXCERPTS FROM MASSACHUSETTS STATUTES

In addition to the requirements as set forth under "Compliance with Laws" in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts, as amended to date as follows.

- "(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension,

delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

- "(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Section 39P. "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made."

Section 39R.

- "(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- "(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter thirty, sections forty-four A through H, inclusive, of chapter one hundred and forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.
- "(2) "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M or chapter thirty, or sections forty-four A thorough H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- "(3) "Records" means any book of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- "(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an account is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

SR-7

- "(5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- "(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he/she has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefore shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that the management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- "(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- "(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
- "(b) Subsection (a)(2) herein notwithstanding, every agreement of contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:
- "(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and disposition of the contractor, and
- "(2) until the expiration of six years after final payment, the office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her subcontractors, and
- SR-8
- "(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his/her description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- "(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and
- "(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.
- "(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

- "(1) transaction are executed in accordance with management's general and specific authorization;
 - "(2) transactions are recorded as necessary i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii. to maintain accountability for assets;
 - "(3) access to assets is permitted only in accordance with management's general or specific authorization; and
 - "(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- "(d) "Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to
- "(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - "(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.
- "(e) Every contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the deputy commissioner of capital planning and operations during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The financial statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.
- "(f) The office of inspector general, the deputy commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provision of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.
- "(g) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

2. MINIMUM WAGE RATES

Wage Rates are not a requirement of this contract.

CONTRACTOR REQUIREMENTS

General

The General Contractor shall be responsible for providing a written schedule to the _____, which shall be approved by the Board of Health

1. The schedule shall include the following:

- a. Anticipated dates of each installation
- b. Anticipated time frame for each installation

2. Codes

All work done under this section shall conform to the codes and regulations governing such work as set forth by the Massachusetts Board of State Examiners of Plumbers and Gas Fitters, the State Building Code, the Department of Environmental Protection and the _____ rules and regulations.

The General Contractor shall give all requisite notices, file and pay for all permits and/or fees related to the work.

3. Installation Inspection

The _____ shall provide for viewing, prior to bidding, each installation. The General Contractor shall be responsible for making himself familiar with the homeowner sites and determining the bid related requirements of each installation.

4. Guarantees and Testing

Upon completion of each installation, the General Contractor shall be responsible for notification of the Board of Health representatives, to obtain an INSPECTION. The General Contractor shall guarantee the workmanship of all installations for a period of one year from the date of installation. All installations shall be free from leaks, including settling and the proper operation shall be ensured. The Contractor shall furnish all labor material, and services for testing, including testing plugs, pumps, shall make and remove all temporary piping connections required for the tests, and shall dispose of test water and all wastes after tests.

5. Approval and Handling of Materials

Only new materials and equipment shall be incorporated in the work. All materials and equipment to be incorporated in the work shall be handled and stored by the General Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting and any injury, theft or damage of any kind whatsoever to the material or equipment.

MEASUREMENT AND PAYMENT

GENERAL

- a. For unit price items, the contractor shall be paid for the actual number of units installed and accepted. After the septic systems are installed and before final payment is made, the Board of Health shall determine the actual quantities of the various items of work accepted as the basis for final payment.
- b. The quantities listed in the Bid Proposal are approximate. Certain quantities are in-determinant and are included only to compare bid amounts. The contractor agrees to accept as payment for the actual number of quantities completed and accepted by the engineer even if the quantity differs from the estimated amount set forth in the bid proposal.
- c. No payment of any Application for Payment or of any retained percentage shall relieve the contractor of his obligation to repair or replace any defective installation or to be responsible for all damage due to such defects during the warranty period.
- d. Should any items contained in the proposal form be found to be not cost-effective at the unit price offered by the contractor or found to be unnecessary for the proper completion of the work contracted, the owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the contractor.
- e. The items of work required by the Contract shall not be measured and paid separately, but shall be included in the prices bid for each unit and lump sum item.

SCOPE OF PAYMENT

- a. Payment to the contractor for Items 1,through xx, installation of various sized and types of septic systems, will be made for the actual system as listed in the bid item, at the contract unit price amount, that are ordered by the Board of Health installed and accepted in accordance with the Contract Documents. Payment for each of these items shall include full compensation for the furnishing and installation of any appurtenances.
- b. Payment to the contractor for Items X - XX, , installed and accepted in accordance with the contract Documents. Payment for each of these items shall include full compensation for all items as in the preceding item, for each installation.
- xx Payment to the contractor for Item XX, scheduling installation appointments, will be made for each occurrence, on the previously agreed upon submitted schedule. The Board of Health may determine, to postpone an installation after the contractor has scheduled the appointment and received initial _____ approval, at no added cost.

Homeowners Name	Street No.	Soil Testing Required	Property Lines Defined	Special Permits Required
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Administrative Contract

Draft

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DRAFT CONTRACT
TO
ADMINISTER A SEPTIC SYSTEM
MANAGEMENT PROGRAM
(Option 1b)

General

The following details the Scope of Services that the _____(entity) _____ will provide for the _____(City/Town)_____. The _____(entity)_____ will provide administrative services for the _____(entity)_____ Local Septic System Management Program.

These services include the following:

Phase I - Pre-Loan Financial Assistance Agreement

A. Preparation of Program (Option 1b)

Provide a written budget for each of the listed items, so the following can be accomplished:

1. Assist the Community in preparing a purchase order, detailing the hard drive storage size, speed, monitor software with Windows95 and deskjet sized printer for the purchase of a Pentium 16 mb personal computer that will operate septic system tracking software and provide CD ROM capability so that Arcview software can be displayed.
2. Provide an estimation of existing and possible future sewer connections and septic systems in the community.
3. Evaluate and determine septic system tracking software availability and make recommendations to the Board of Health for purchase and installation
4. Determine the hours and cost required, to have personnel create a database with the new septic system software for all existing lots within the community.
5. Determine if the purchase of scanning equipment, for the storage of submitted septic system plans in the septic system software is appropriate.
6. Determine if the community can take existing data base information from the Board of Tax Assessors, and copy into the new septic system software.
7. Outline existing environmental identification that the community may have available, which may include geographic information system mapping for water supply watershed zones of contribution, wetland identification, planning board determinations and engineering or public works department; for the purposes of determining if the community may require purchase of Arcview software.

8. Obtain from MassGIS, the free CD ROM outlining the communities environmental areas, already identified by the Commonwealth of Massachusetts.
9. Determine the environmental sensitive areas in the community, working with the Conservation Commission Town Planner, Board of Health and any others as identified.
10. Assist the Board of Health in prioritizing the environmental sensitive areas, using water quality as the main criteria, pumping records in specific areas as the second and homeowner records for cesspools or age of home in these areas, as the third criteria, and any other criteria as determined by the community.
11. Prepare marketing materials for Outreach, utilizing available materials from the Department of Environmental Protection for handouts to homeowners, along with an ad that can be placed in local newspaper and on bulletin boards, throughout the community.
12. Evaluate the DEP's program manual, and provide recommendations for the community to administer the program.
13. Assist the Board of Health in determining the number of homeowners to be assisted for one fiscal year, for the recommended combination of options; and based on this number, provide a separate cost for preparation of betterment agreements between the community and homeowners.
14. After advertising and identifying an enrollment period, receive homeowners applications, evaluate for location in each of the determined environmental priority areas, and prepare a priority list for the Board of Health.

Prepared priority list shall include street address, date application was received (date stamped) as completed and location number of the failed septic systems environmental sensitive area, and note who failed the septic system, the BOH or private inspector.

NOTE: The list should contain information outlining prior work done on the site, such as soil evaluations, engineering design, or issuance of a construction permit.

15. Assist the Board of Health in determining estimated costs of each septic system and determine the priority list cutoff point.

Phase II - Betterment Loan Program

A. Operation of the Program - Yearly Construction Program - Agreement A

Prepare a budget so the following can be performed:

1. Notify and meet with eligible homeowners to determine responsibilities under the Program.
2. Prepare two contracts for bidding purposes for procuring engineering and general contractor services.
3. Advertise the contract as outlined by Commonwealth of Massachusetts bidding laws. Forward bid documents to the Board of Health with a recommendation of award.

4. Meet with engineers at the designated sites, in one pre-bid hearing.
5. Meet with the general contractors at the designated sites, in one pre-bid-hearing.
6. Determine necessary hours to perform duties listed under this section,
Operation of the Program - Yearly Construction Program.

B. Operation of the Program - Homeowner Assistance - Agreement 'B'

Perform the following:

1. Determine the number of homeowners to be served in this part of the program.
2. Provide a overall budget cost to meet with homeowners and provide the Board of Health with completed betterment agreements for review and final approval. Cost should include the following;
 - meet with homeowner at the failed septic system site.
 - determine if a site survey is needed for lot of land
 - explain the betterment loan and construction process to homeowner
 - provide betterment agreements with any suggested conditions
 - provide list of approved engineers and general contractors
 - provide homeowner with checklist and approval process
 - assist the homeowner with questions and provide an approval of selection, if the lowest bidder is not selected.
 - be available for issuance and approval of any change orders needed for these projects.
 - monitor work progress and visit sites, as needed.
3. Notify the BOH agent of progress, and anticipated completion dates of projects, so that inspections can be performed in a timely manner
4. Upon issuance of Certificate of Compliance by the Board of Health, provide a final contract number, so the betterment agreement can be finalized.

Phase III - Overall Program Responsibilities

A. Administrative Functions

1. Obtain a cost of improvements, and submit to the BOH on DEP provided drawdown sheet, so that the Treasurer can request and receive 50% of the money can be forwarded to the community from the Water Pollution Abatement Trust.
2. As required, twice a month, submit requests for additional monies on DEP provided sheets, for the BOH and Treasurer to request additional project monies.

3. Provide the BOH with any updates or status reports

4. Submit bill for services, first of every month, listing Phase I, II, III and IV as outlined below:

Phase	Description	Type of Payment	Item Nos.
I	Preparation	Lump Sum	1 - 15
II	Program A	Lump Sum	1 - 5
II	Program B	Per Homeowner	1 - 2
		Lump Sum	3 - 4
III	Administration	Lump Sum	1 - 4

Brochure for Homeowners

Draft

Introduction

The _____ of _____ Board of Health has received funding approval from the Commonwealth of Massachusetts - Department of Environmental Protection to prepare and administer a septic system repair program.

This program, referred to as the Betterment Loan Program, will enable our community to provide financial assistance to homeowners living in environmentally sensitive areas, whom have failed septic systems.

Through this Program, the engineering and general construction costs associated with connection to an existing sewer main, or replacement or upgrade of a failed septic system can be provided as a low interest loan, to you, the homeowner. The loan will be paid back to the _____ with payment of your real estate tax bill. After reviewing this brochure, should you elect not to participate in this Program, please review another brochure the Board of Health has available. This brochure describes the "Homeowner Septic System Repair Program", which is a program administered by the Massachusetts Housing Finance Agency (MHFA).

The Betterment Law

Under a revised state law, every town and city in Massachusetts has the option of providing upfront financing for residential cesspool or septic system repairs, replacements or upgrades for failed septic systems. This is done in much the same way many communities currently undertake public works improvements, such as the paving of roads and the installation of sewer or watermain.

The Betterment Law allows a community to create a loan fund, that must be authorized by _____ vote. The loan fund pays for Board of Health approved repairs to septic systems. The Community recovers those costs by assessing annual betterments on those individual homeowners property tax bills whom benefit by the improvement.

Financial Assistance Terms

Financial Assistance consists of a five percent (5%) loan, that you, the homeowner pays back twice a year, with each real estate tax payment. Loan repayment terms may be over 10 or 20 year time periods, depending on costs of the septic system repair.

Loans may be paid back early, without penalty.

Elderly Deferral

Elderly homeowners, with gross incomes of \$20,000 or less, may request a deferred payment loan. This type of loan does not have to be repaid back to our community, until the property is sold or transferred. The authority to have a deferred payment loan program must be specifically approved by _____ vote.

Loans may be paid back early, without penalty.

Community Yearly Program

Each fiscal year, the Board of Health will provide a number of loans to homeowners located in environmentally sensitive areas. The number of homeowners provided loans will be based on available money and the priority of that particular environmental area. Your application will be kept on file, regardless of whether you qualify that particular year. Notice will be provided yearly, of homeowners standing, through the issuance of a priority list.

Priorities of environmentally sensitive areas will be based on environmental concerns, such as the proximity of the failed septic system to our community's water supply, surface waters, wetlands or coastal waters.

General Assistance

Once you have been determined to be eligible for a loan, the Board of Health will prepare a Betterment Loan Agreement for your execution. Upon completion of the loan agreement, the Board of Health is prepared to offer service in one of two ways, in order to complete the project.

Option 1 - You may decide to control the project yourself or with an informed family member. You may select either an engineer for design of the septic system and/or a general contractor to install the septic system improvements from the Board of Health's preapproved list. All bills incurred for the work are submitted to the Board of Health for payment.

Option 2 - Once a year, the Board of Health will package together homeowners whom do not wish to perform the selection and oversight of engineering and general construction work. A bid package will be prepared and publicly bid. This option provides a benefit, in that a lower price for either engineering or general construction may be obtained. The Board of Health will provide additional information on this option should you be interested.

For Further Information

For further information on this program, please contact _____ at () - _____.

**TOWN OF MIDDLEBORO
BOARD OF HEALTH**

HELP FOR HOMEOWNERS

**OPTIONS FOR FINANCING SEPTIC SYSTEM
IMPROVEMENTS**

**COMMONWEALTH OF
MASSACHUSETTS**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

WATER POLLUTION ABATEMENT TRUST

Model Plan and Application Form

Draft

TOWN OF MIDDLEBORO
COMMUNITY SEPTIC MANAGEMENT PROGRAM

General

The Town of Middleboro has received approval by Town Meeting vote to enact the Community Septic Management Program. This septic system replacement program, provided through the Department of Environmental Protection (DEP), makes available a loan to homeowners in our community, whom lie within an environmental sensitive area, as outlined herein. To qualify you must have a failed septic system and lie within an environmental sensitive area.

A failed septic system should have a certification, stating such, issued by a DEP approved system inspector.

Eligible Items

The loan will consist of combining all costs associated with septic system repair, replacement or upgrading. This includes property line determination, soil evaluation, septic system design and general construction and installation. Any ancillary items that may be required will be determined eligible by the Town of Middleboro or designee.

Loan Terms

The loan's terms will be a five percent loan, to be paid back over ____ (15 or 20) years. Payment will be twice yearly with your real estate tax bill.

The loan will be secured as a betterment assessment against your property. The betterment assessment may be paid off at any time, or when you sell your home, without penalty. You will be expected to make payment upon receipt of the first tax bill received, after the Certificate of Compliance is issued by the Board of Health for the completed and accepted Title 5 designed and installed septic system.

Environmentally Sensitive Areas

The Town of Middleboro has determined that the following area's are environmentally sensitive areas. The Town has designated a plan or map, entitled _____, to provide an outline of environmental sensitive areas. Other areas, not outlined on the map at this point in time, shall be determined by the Town, on a case by case basis, until finalization of environmentally sensitive areas are completed.

1. Wood Pond Area
2. Areas within Zone II of the Town's ground water wells.
3. Areas within 100 feet of any stream, river or waterway
- 4.
- 5.
- 6.

The Town may designate specific environmentally sensitive areas as having a higher priority than others, based on the number of applicants that are received.

Application Process

Should you, as a resident and homeowner of the Town of Middleboro qualify, then complete the attached application and submit to _____ the Town Manager's Office. You will be notified of your eligibility. You should be aware that the Town may exhaust available monies, made available by DEP. If so, then you may be placed on a waiting or 'Priority List', until additional monies become available.

Public Meeting

There will be a public meeting on _____ at Town Hall. The purpose of this public meeting will be to explain the program and answer any questions that you, the homeowner may have.

The Process

Upon approval by the Town of Middleboro of your application, you will be expected to sign a Betterment Agreement with the Town of Middleboro. The Betterment Agreement outlines the terms of the loan and what is expected of both parties. Have your lawyer review the Agreement, if you find it necessary.

Once the agreement is signed, then you may proceed with one of two choices.

Option 1

You may elect to obtain bids from engineers and/or general contractors (vendors) on your own. It is recommended that you obtain at least three bids. This will allow you to obtain the most cost effective price. It is up to you, the homeowner to select the choice that you feel most comfortable with. It does not necessarily have to be the lowest bidder. You will enter into a signed contract with either vendor. You may want to consider having the design engineer serve as the inspector of the general contractor's work and coordinator of submitting bills to Town Hall.

If you choose this option, engineers and general contractors will be expected to submit bills to you twice. You will be expected to review the bill, approve it and forward it to _____ at Town Hall.

A joint check will be issued by the Town with your name and the vendor's name to you. You will be expected to sign the check and give it to the vendor, if you approve their work. Upon completion of the engineering evaluation and design and the general construction, the Board of Health will inspect and issue a Certificate of Compliance for the septic system. This is the end of the project. A final check may be issued to the engineer and general contractor, provided that all work has been performed satisfactorily.

Option 2

This option is similar to that stated above in Option 1 with one exception. The Town of Middleboro has hired _____ to perform administrative services for the program AND to assist you in hiring the engineer or general contractor, if you do not feel comfortable in managing this process.

If you choose this Option, than _____ can be contacted to assist you in reviewing and obtaining bids for all of the necessary work, coordinating payments, and acting as the project manager. This option may not require an engineer to be hired as an overseer of the project, unless the septic system or site requires that it be done.

You will be asked for your preferred option upon signing of the Betterment Agreement with the Town of Middleboro.

COMMUNITY SEPTIC MANAGEMENT PROGRAM

BETTERMENT LOANS

HOMEOWNER PACKAGE

Dear Homeowner:

This package provides information for you, the homeowner, to apply for a septic system betterment loan. This loan is provided, through the Department of Environmental Protection at a five percent (5%) interest rate for a period of 5, 10, 15, or 20 years. There is no credit check required, although all of your real estate taxes, water bill or any other municipal account should be paid and up to date. The loan process is reviewed and approved by the Board of Health and you will be notified within two weeks (2) of your standing.

Attached are various documents for your review. These documents are outlined as follows:

Application:

This application must be completed and submitted to the Board of Health, which will confirm your interest in the program.

Homeowner Checklist For Engineering Design:

This checklist contains a series of queries to ask an engineer, septic system inspector or a soil evaluator. These disciplines are necessary to initially inspect (System Inspector), perform a soil evaluation and percolation test (Soil Evaluator) and design a septic system (Civil or Sanitary Engineer). All must be certified and licensed by the Commonwealth of Massachusetts. Ask to see their license or certification.

Homeowner Checklist for A General Contractor

This checklist allows you to question a general contractor whom may be bidding on the Board of Health approved septic system design plans.

Betterment Agreement "B"

The betterment agreement is the signed agreement between you, the homeowner and our community. This agreement may be reviewed by your lawyer when provided to you by our Board of Health. The agreement allows our community to provide you money to pay for the work that is agreed upon.

Draft Contract for the Engineer

Draft Contract for the General Contractor

LOCAL SEPTIC MANAGEMENT PROGRAM

APPLICATION FORM

COMMUNITY OF _____

HOMEOWNER INFORMATION

NAME: _____

ADDRESS: _____

PHONE (W) _____

PHONE (D) _____

GENERAL INFORMATION

YES

NO

1. Has your septic system been failed by a certified inspector?

1a Does your system need to be pumped more than four (4)
times per year?

2. Have you had a soil evaluation test and/or engineering
plans for your system completed (or in process)?

3. Have you received estimates for engineering work?:
“ “ “ general contractor (installation) work?:

4. Can your property lot lines be determined, so that the proposed
septic system and soil adsorption system be located without
infringing on your neighbor's property?

5. Are you in an environmental sensitive area? (check plan)
Name of Area _____ No. _____

6. Can you be connected to our communities existing sewerage collection system?

7. If known, please provide information of the type and costs of the repairs?

Needs:

- a. Need new soil absorption system (SAS)
- b. Need entire new system
- c. Need repairs done to parts of system
- d. Want connection to our communities existing sewer system

1. Engineering soil evaluation and design \$ _____

2. Estimated costs of repair, replacement
or connection \$ _____

3. Contingency amount (20%) \$ _____

Total Loan Estimate \$ _____

I, we will agree to sign a betterment/loan agreement with the Town of _____, to pay for the required costs associated with the septic system repair, and am aware that these costs will be treated as a municipal lien on my property tax bill.

This loan is contingent on the Town determining that my property lies within an environmental sensitive area that is deemed to be fundable by the Town for that fiscal year.

Signature: _____ Date: _____
(Property Owner)

Board of Health Use Only:

Project Number _____

Environmental Area Number _____ Env. Area Priority No. _____

Date Accepted _____ Priority List No. _____

Local Septic Management Program Homeowner Checklist

ENGINEERING SERVICES

Design Questions to Ask an Engineer Prior to Completing a Contract

This check list will assist you, the homeowner, in asking an engineer, whom is proposing to evaluate and design a septic system improvement for you, appropriate questions that should assist you in determining their suitability to perform the work.

A. General Questions

1. Have you performed septic system design work (under the new Title 5 regulations issued by the Commonwealth in 1996) that has been approved by our communities Board of Health or other regulating Department?
2. When was the last year and how many septic systems have you submitted and received approval for by our Board of Health?
3. Do you have a current professional registration (civil or environmental) engineering registration provided by the Commonwealth of Massachusetts Engineering Board of Registration? Can you provide a copy for our records?
4. Will you provide up to three most recent references for your work, from local communities homeowners?
5. Are you insured and do you carry professional liability insurance as required by the Commonwealth of Massachusetts and professional standards, as provided by the American Association of Professional Engineers?

SYSTEM INSPECTOR

B. Initial Location and Inspection of the Septic System

There are numerous septic system inspectors, licensed by the DEP - Commonwealth of Massachusetts. These inspectors are not necessarily engineers, and may be a cost effective alternative to hiring an engineering firm to perform the inspection.

1. We had (or haven't had) our septic system located and inspected. The inspector deemed that the system has failed and under Title 5 criteria, must be replaced.

Will you review this inspection and ensure us that the Commonwealth's Title 5 regulations do indeed, require replacement of the entire system or a part of the system.
2. Our septic system has not been inspected, but we are having problems. Will you locate and sketch out the location and present system design and perform an inspection and provide options for us to consider, as outlined under the Title 5 regulations?
3. Will you or a subcontractor perform the inspection?

ENGINEERING DESIGN OF SEPTIC SYSTEM

C. Design Questions

There are two components of septic system design. The first consists of noting where your property lines may be so that test holes can be dug. These holes will locate your soil adsorption system, which handles the fluid part of septic wastes.

The first part also includes actually digging the test holes with a backhoe, performing a soil examination and 'perc' test and then submitting the results to you, the homeowner and the Board of Health.

This part of design does not have to be performed by a professional engineer, but can be done by a certified soil evaluator (certified by the Commonwealth of Massachusetts). The results of the soil examination are submitted to the Board of Health and You, the homeowner. The homeowner can then submit the results to a chosen registered professional engineering firm for design purposes.

These questions can be asked to either the professional design engineer or a chosen certified soil evaluator.

1. Will you charge us for determining where our property lines are located, or use general field work as determined from meeting with us today, as part of your design estimate?
2. If you cannot determine from our provided plans, or locations of known property bounds, drill holes, stakes or other property line markings, what will be your limits to determine property lines for location of the septic system components and soil adsorption system?
3. How will the soil examination (percolation test) be performed, by you or a subcontractor? Will you be present to show the subcontractor where to dig the holes for location of the soil adsorption system. Does the subcontractor and the heavy machine operator work directly for you, and do they carry the necessary liability insurance?
4. Will they be responsible for calling Dig Safe, if required?
5. Will the dug holes and tractor (tire) damages be filled in, graded and seeded or left in the general construction state of disrepair?
6. When the soil examination is completed, will you submit a copy to us, the Board of Health and our chosen design engineer.
7. How will billing be performed. We may request that billing be performed in the following manner:

Number	Description	Percent of Cost
1.	Provide a written estimate for all phases of the proposed work :	
	Inspection of System	
	a. Initial Inspection, location of system and written evaluation	
	1. Inspection and location	25%
	2. Written and signed evaluation	75%

Soil Evaluation and Percolation Testing

2.
 - a. Location of Lot Lines with side line stakes
 - b. Onsite backhoe for soil test with successful percolation test and soil examination
 - c. Written report and confirmation of submittal to Local Board of Health of certified test 75%
 - d. Completion of backyard grading and cleanup 25%

3. Engineering Design

- a. Site visit and write up of estimate
- b. Survey work for plan of work
- c. Review of soil evaluation test and opinion to us of the type of systems that could be installed, along with price estimates for each one.
- d. Draft plans for review and approval of approved septic system. (We will provide permit fee for submittal to our Board of Health at that time)
- e. Final plans submitted to Board of Health and a bill from you. 60%
- f. Board of Health approves the plan and we receive four copies for our use. Written specifications will be included with plans 40%

4. Engineering Oversight of Construction

- a. Hourly charge for inspection of contractor's work.
- b. Estimate of total time estimated for inspection and maximum costs
- c. Time to provide written change orders on site, to be included with hourly charge.
- d. Billing to be done per inspection, with 10 days to pay.

Local Septic Management Program

Homeowner Checklist

Questions to ask a General Contractor Prior to Agreeing to a Contract

This check list will assist you, the homeowner, in asking a general contractor questions, prior to signing a written agreement, for the improvement or installation of a septic system or a sewage connection.

A. General Questions

1. How many installations have you performed, under the old Title 5 regulations and under the new Title 5 regulations, and, how long have you been in business?
2. How many have been done in our Town/City over the past two (2) years?
3. Would you say the Board of Health and its agent has been satisfied with your work 100% of the time?
4. Are there any septic systems that you have worked on, or are presently working on that has not been completed? If so, why not?
5. How long will it be before you provide a written estimate, if we provide a set of plans and written specifications right now?
6. If your written estimate is submitted, based on our provided plans and written specifications, how long will it be before you show up on the job?
7. Will you break down the pay estimate in phases as outlined below:

Item	Description	% of Total
a.	Submit a written estimate and if accepted, a contract.	
b.	Drop off materials and bring a machine to start digging	
c.	Complete Installation of any required septic system components	

- d. Complete the soil adsorption system
- e. Obtain a successful inspection from the Board of Health 80%
- f. Cover over the system to grade
- g. Seed and loam as required 20%

8. Will you provide us three references of homeowners of your last three jobs?

9. Do you carry insurance? If so, does it consist of:

- a. Property Liability
- b. Vehicle Liability
- c. Workers Comp (unless self employed)

10. How long will our toilets, dishwasher, sinks, etc. be off line (can't be used)?

11. How long will this job take from start until completion?

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF MUNICIPAL SERVICES
COMMUNITY SEPTIC MANAGEMENT PROGRAM
PAYMENT REQUISITION

SECTION I: LOAN INFORMATION

LOAN No. 97- _**** (# assigned to your community) _____ REQUEST No. _____
 LEGAL NAME AND ADDRESS OF BORROWER: _____ PAYABLE TO: _____
 your Address _____

 PAYMENT METHOD: Wire Transfer
 Acct. #: _____

SECTION II: ADVANCE REQUEST

We request an advance of \$_____ to be used to finance the upgrade of failed septic systems, through betterments, in accordance with the Program. This advance is requested in anticipation of the financial requirements of projects under this program for the next three months. We understand that we must make monthly accounting reports of these advance funds using Section III below.

SECTION III: ADVANCE ACCOUNTING	APPROVED PROJECT COSTS	PREVIOUS REQUEST \$	THIS REQUEST \$
PROJECT NUMBER			
<i>Totals</i>	\$0.00	\$0.00	\$0.00

ADVANCE RECONCILIATION

Amount Advanced: \$ _____
 Advance Expended \$ _____
 Advance Balance \$ _____

SECTION IV: CERTIFICATION OF THE BORROWER:

- (i) Such payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition which has been paid.
- (ii) No Default as defined in the Regulatory Agreement, and No Event of Default as defined in the Loan Agreement, has occurred and is continuing and no event or condition exists which, after notice or lapse of time or both, would become a Default hereunder or Event of Default under the Loan Agreement.
- (iii) The payment requested by this requisition will be for Project Costs to be or already authorized under a betterment agreement between the Borrower and a system owner, and that no advance funds shall be disbursed to the system owner until such betterment agreement has been executed between the Borrower and the system owner.

Treasurer: _____ Date: _____

Health Official: _____ Date: _____